

EXHIBIT A



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Seth D. Gould
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May 26, 2023

Via UPS Overnight Delivery

Navistar, Inc.
Attn: General Counsel
Eleanor Cabrere
2701 Navistar Drive
Lisle, IL 60532

Re: *Notice of Material Breach of April 8, 2022 Letter Agreement between Navistar, Inc.
and GLS Leasco, Inc.*

Dear Ms. Cabrere:

GLS Leasco, Inc. and its affiliates (collectively “GLS”) have retained our law firm in connection with Navistar’s material breach of the parties’ April 8, 2022 Letter Agreement, a copy of which is attached for your review. In that contract, Navistar expressly promised that it would supply GLS with 1,100 new trucks throughout the first half of 2022. Notwithstanding this promise, Navistar, without justification or excuse, failed to build and deliver 517 of the 1,100 trucks that GLS timely ordered during the agreed-upon time frame.

At the time of contracting in April 2022, Navistar was well aware of the likelihood the market would fall after a very strong market during 2022. The Letter Agreement, included a “No Trade Agreement” whereby Navistar was released from its obligation to pay GLS previously-agreed upon residual values. In exchange, GLS received the promised production schedule and other consideration. GLS would have never agreed to the No Trade Agreement without Navistar’s commitment to the production schedule embodied in the Letter Agreement.

Navistar’s breach of the Letter Agreement forced GLS to sell its used trucks into a substantially weaker market. Navistar was fully aware of GLS’ desire to take advantage of the strong used truck market in 2022 at the time of the Letter Agreement. In fact, GLS agreed to take new trucks that were not fully wired for the Bendix Fusion system in order to obtain the production slots outlined in the Letter Agreement. This is evidenced by the phrase “[f]or Bendix Prewire with credit for aftermarket install of Radar add \$1,839” on the first page of the Letter Agreement. Navistar representatives were told and fully knew that GLS was willing to do this to obtain the production schedule in the Letter Agreement so that GLS could then turnover its fleet in the strong 2022 used truck market.

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Market evidence shows that, had Navistar fulfilled its promised delivery schedule, GLS would have sold over 500 trucks for \$50,000 more per truck than the prices it is receiving due to Navistar's material breach. GLS's damages are over \$25,000,000 (twenty five million dollars).

GLS requests an immediate meeting with those at Navistar who have authority to resolve this dispute. On or before June 2, 2023, please advise GLS, care of this office, if Navistar will agree to a sit-down, in-person, meeting which will take place on or before June 9, 2023. GLS requests that Navistar retain all communications between the parties relating to negotiation and execution of the Letter Agreement, and otherwise reserves all rights and remedies.

Very truly yours,

THE MILLER LAW FIRM, P.C.

A handwritten signature in black ink, appearing to read "Seth D. Gould", is written over a horizontal line.

Seth D. Gould

Enclosures

cc: Mark Belisle
Kevin Kalczynski, Esq.
Melvin Butch Hollowell, Esq.
Kyle Blain
Matthew T. Moroun

ATTORNEYS AT LAW